

# Administrative Guidelines

As property owners of Muirfield Village, first and foremost, we follow the rules, regulations and guidelines of the Muirfield Village Association. The Muirfield Property Handbook may be found at <https://www.muirfieldassociation.com/propertyhandbook.php>. The guidelines outlined by the Mews at Muirfield Handbook were developed to supplement and emphasize the MVA guidelines. These Guidelines, as well as our by-laws may be found in the documents tab at [www.themewsatmuirfield.com](http://www.themewsatmuirfield.com).

To maintain aesthetically pleasing uniformity in the appearance of the buildings and structures of the condominium property, the Declaration requires that the written consent of the Board of Directors be obtained by a unit owner prior to altering, repairing, refinishing, replacing or servicing the exterior surfaces of any unit, limited common elements and/or common elements. In addition the Bylaws allow for adoption by the Board of Directors of administrative rules and regulations to facilitate governing the operation and use of the condominium property.

As a point of order, all changes, additions or enhancements to the exterior of properties, including but not limited to lighting, landscaping and patios require the review approval of the Board of Directors and often the MVA.

## I. **Common and Limited Common Elements** (see plat map)

**A. Plantings:** Unit owners must secure written permission from the Board of Directors prior to initiating any changes and/or additions to plantings within the common or limited common elements.

1. All planting beds within common and limited common elements outside the courtyard gates and at the front of the property or along Memorial Drive will be annually edged and mulched.
2. All trees and shrubs within common and limited common elements and outside the courtyard gates will be pruned and fertilized as needed.
3. All other plant materials installed by unit owners within common or limited common elements must be compatible with existing that has been installed by the Association and maintenance will be the responsibility of the unit owner and subsequent owners.
4. Any mulch installed by individual unit owners within limited common elements must be of the same type and color as that installed by the association.

**B. Paving:** Unit owners must secure written permission from the Board of Directors prior to initiating any changes to pavement in any limited common elements. Where driveways and walks have been replaced by unit owners rather than the Association,

repair and replacements of those driveways and sidewalks will be the responsibility of the unit owner.

### **C. General**

1. Any added amenities such as pergolas, trellises, hot tubs, etc. must be submitted for written approval. And such added amenities are required to be properly maintained by the unit owner.
2. When in use grills, heaters, portable fire pits or any device consisting of live flame must be located minimally 10' from any combustible structure.
3. Yard art must be limited to no more than 3 items in common and limited common elements.
4. Signage: Political signs may be placed at the front of the unit three weeks before Election Day and must be removed within 3 days following the election. For rent, advertising signs, school signs, banners and seasonal or decorative signs are prohibited.

## **II. Courtyard and Patio**

1. Decorations are prohibited to be permanently attached to entrance doors.
2. Plantings and patios within courtyards are to maintain a uniform appearance within the condominium property and be properly maintained. Plant materials should be consistent with the size and scale of the courtyard and not infringe on the adjacent unit owner's limited common element.
3. Pergolas, trellises and plantings may not be permanently attached to the walls or roofs of the buildings. Where such have previously been attached to the exterior walls, the Mews Association is not responsible for damage to plantings as a result of routine maintenance work on the units.
4. Drainage lines installed beneath courtyard and patio areas may require periodic repair or replacement. Unit owners will be notified prior to such work occurring in order to coordinate removal of planting and patio paving materials.
5. Pavers for any common or limited common elements outside of courtyard require prior written approval by the Board of Directors.
6. All exterior lighting, landscape lighting and security lights outside of the courtyards must be submitted to and approved by the Board of Directors before installation.

## **III. Building (Unit) Perimeter**

**A. Paint:** Behr Premium Solid Color Weather Proofing All-In-One Wood stain and Sealer is to be used for all siding, pergolas, lattice or window and door trim. Contact Property Manager before proceeding with any exterior painting and for exact color specifications.

**B. Windows:** In accordance with MVA guidelines, existing windows and door units may be replaced only with equivalent units. Window opening sizes and function may not be changed without written approval of the Board of Directors and also Muirfield Village Association.

1. Muntins or divided lights are prohibited.
2. Integral blinds are permissible.
3. Patterned and/or colored glass is not permitted.
4. Existing window units may be replaced with equivalent units. We accept the following manufacturers and products:
  - Pella: casement windows exterior color "Putty"
    - a. Architect Series Contemporary/Traditional Casement Windows.
    - b. Pella Lifestyle Wood Casement Windows.
  - Anderson: casement windows exterior color "Sandstone"
    - a. 400 Series wood with vinyl cladding
    - b. E Series with aluminum cladding
    - c. A Series wood with fiberglass/fibrex coating
  - Marvin Aluminum Clad Casement Windows, exterior color "Pebble Gray"

**C. Sliding Patio Doors:** Replacement and/or changes to existing sliding patio doors require approval of both the Board of Directors and MVA. The original patio doors (Peachtree Series 700) are no longer manufactured. Door opening size and configuration may not be changed without prior written approval of the Board of Directors and the MVA.

Three panel 12'-0" may be replaced with four panel 12'-0" sliding patio units, however

1. In-swinging and out-swinging patio doors are prohibited.
2. Bright brass or chrome hardware are prohibited. All exposed hardware may be dark oil-rubbed bronze, brushed nickel or match clad color.
3. Muntins or divided lights are prohibited.
4. Patterned and/or colored glass is not permissible.
5. The 2 panel slider in the kitchen may be replaced with a casement window of the same manufacturers and products as designated above (III B 4)
6. Existing patio doors may be replaced with equivalent units. We accept the following manufacturers and products:

Pella Sliding Patio Doors: exterior color "Putty"

1. Architect Series Contemporary or Traditional Sliding Patio Doors
2. Lifestyle Sliding Patio Doors

Anderson Sliding Patio Doors: exterior color "Sandtone"

1. 400 Series wood with vinyl cladding
2. E Series with aluminum cladding
3. A Series wood with fiberglass/fibrex coating

Marvin Aluminum Clad Sliding Patio Doors: exterior color "Pebble Gray"

**D. Skylights:** Replacement of or changes to existing operable skylights requires approval of both the Mews Board of Directors and MVA. Existing operable skylight units may be replaced with equivalent units as manufactured by Velux.

**E. Garage Doors:** Existing garage doors may be replaced with Overhead Door Thermacore 5740/195 in Sandstone. Maintenance, repair and replacement of the garage door and door opener are the responsibility of the owner.

**F. Doors:** Replacement of or changes to existing entry and garage doors requires approval of both the Board of Directors and MVA.

Style: Solid, flush panel with no glazing or full-view plain glass insert. Integrated white blind is permissible. Acceptable materials are steel, fiberglass or wood with exterior cladding to match trim color.

Finish: exterior color to match building siding and doors.

Storm door: full view, plain glass/screen doors to match trim.

**G. Chimney:** Maintenance of the exterior chimney is the responsibility of the Association. The chimney flue is the responsibility of the unit owner. Chimney caps are recommended for all units and need to be compatible with those on other units. Chimney caps may be installed without approval of the Board of Directors.

**H. Attic Ventilation:** Existing attic soffit vents and roof vents are to be kept unobstructed. Bathroom fans should be vented directly to the exterior.

**I. Satellite Dish:** Before installation, unit owner must complete the Notice of Installation form and submit one copy to the Board of Directors and an additional copy to the MVA office.

**J. Gutter Guard:** on most units, gutter guard may be installed at the unit owner's expense. Check with the Property Manager.

#### **IV. APPROVAL BY THE BOARD OF DIRECTORS**

**A.** Improvements, changes, construction, landscaping, lighting, tree removal or other work or action which in any way alters the exterior appearance of the condominium property are prohibited until the same have first been approved in writing by the Board of Directors in accordance with the Muirfield Design Standards and these guidelines. Approval must be requested by submission to the Mews Board of Directors of plans in sufficient detail to thoroughly describe the proposed modifications.

**B.** Any questions on compliance standards should be directed to the Board of Directors prior to any changes being initiated.

**C.** All requests for repairs or replacement presented to the Board of Directors by unit owners are subject to inspection of the unit to determine whether the repair or replacement is necessitated by alterations made by the unit owner or any previous unit owner. If the inspection determines that the repair or replacement has been necessitated by a unit owner's addition or alteration, the unit owner will be responsible for repair and replacement costs. Additions or alterations include plantings and landscaping in patio and courtyard areas.

1. Basis of Approval: Approval will be based, among other things, upon conformity and harmony of the proposed plans with the existing buildings and improvements within the Condominium Property.

2. Failure to Approve or Disapprove: If the Board of Directors fails either to approve or disapprove such plans and specifications within 30 days after the same have been delivered to the Board of Directors, either personally or by mail, it will be presumed that the Board of Directors has approved the plans.

## **V. ENFORCEMENT PROCEDURE**

**A.** The unit owner is responsible for any violation of the Declaration, Bylaws or Guidelines by the unit owner, guests or occupants (including tenants) of his/her unit. The Board has the right to proceed with legal action for any violation of the Association's governing documents as the Board, in its sole discretion may determine.

1. The entire cost of obtaining a legal remedy to impose compliance including court costs and attorney's fees, will be added to the account of the responsible unit owner.
2. All costs for extra cleaning and/or repairs stemming from any violation will also be added to the responsible unit owner's account.
3. In addition to any other action and, if applicable, in accordance with the procedure outlined below (section 4), the Board may:
  - a. Levy an assessment for actual damages and/or
  - b. Levy a reasonable enforcement assessment per occurrence and/or
  - c. If the violation is continuous and ongoing in nature, levy a reasonable enforcement assessment per diem.
4. Prior to imposition of an enforcement assessment for a violation the following procedure will be followed:
  - a. Written notice will be served, in person or by regular mail, upon the alleged responsible unit owner specifying the nature of the violation. If applicable, a reasonable date by which the unit owner must remedy the violation in order to avoid charges or assessments; the amount of the proposed charges and/or enforcement assessment; and a statement that the unit owner has a right to and the procedures to request a hearing before the Board of Directors to contest the proposed charge and/or enforcement assessment.
  - b. To request a hearing, a unit owner must mail or deliver a written "request for a Hearing" notice which must be received by the Board not later than the tenth day after receiving the notice required by Item V.A.4.a.
  - c. If a unit owner timely requests a hearing, at least seven days prior to the hearing date the Board will provide the unit owner with a written notice that includes the date, time and location of the hearing. If the unit owner fails to make a timely request for a hearing, the right to that hearing is waived and the charge for damages and/or enforcement assessment will be immediately imposed. At the hearing, the Board and alleged responsible unit owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to unit owner will become part of the hearing minutes. The unit owner will then receive notice of the Board's decision and any enforcement assessment imposed within 30 days of the hearing.
  - d. The Association may file a lien for an enforcement assessment and/or damage charges which remain unpaid for more than 10 days.

## **VI. COLLECTION POLICY**

**A.** All assessment including maintenance fees are due within 30 days unless stated otherwise.

**B.** An administrative late charge of 5% per month will be incurred for any late payment on any unpaid balances (Subject to change upon further notice).

**C.** Any payments will be applied in the following orders:

1. Interest and/or administrative late fees owed to the Association.
2. Collection costs, attorney fees incurred by the Association.
3. Principal amounts owed on the account for common expenses and assessments.

**D.** Any past due assessments may cause a lien and foreclosure to be filed against the unit.

**E.** Any costs, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection of delinquent assessments will be added to the amount owed by the delinquent owner.

**F.** If any unit owner (either by his/her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Guidelines, the Association may, but will not be obligated to, undertake such performance or cure such violation and will charge and collect from said unit owner the entire cost and expense, including reasonable attorney fees if such performance or cure incurred by the Association. Any such amount will be deemed an additional assessment and will be due and payable immediately following notification of such charge and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

**G.** If any unit owner is delinquent in the payment for more than 30 days, the Board may suspend the privileges of the unit owner to vote.

## **VII. LEASE RESTRICTIONS**

In situations regarding non-owner occupied leased units, the Board must have prior to occupancy:

**A.** A copy of the lease agreement.

**B.** A clause contained in that lease making it subject to covenants and restrictions contained in the Declaration, By-laws, Administrative Guidelines and those of MVA.

**C.** A signed statement that:

1. The tenant has been given a current copy of the Administrative Guidelines and agrees to be responsible for compliance.
2. The unit owner understands and agrees that he/she is responsible for the tenant.

## **VIII. COMPLAINT PROCEDURE**

**A.** Policy and procedure cannot replace courtesy and the need to communicate with neighbors/owners. Neighbors talking with each other in a non-threatening way can achieve quicker results. Our community spirit lies within each occupant.

**B.** Complaints against anyone violating the rules must be submitted to the Property Manager in writing and must contain the date, signature, unit number and telephone number of the individual filing the complaint.

**C.** The Property Manager will, in most instances, contact the alleged responsible owner after receipt of each complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.

**D.** If the reasonable efforts to gain compliance are unsuccessful, the unit owner may be subject to a sanction in accordance with the penalty provision contained in the Enforcement Procedure.

**E.** Copies of complaints and the identity of the complaining party will be made available to the alleged violator in the event of an enforcement assessment hearing.